

IN THE HIGH COURT OF PUNJAB AND HARYANA AT
CHANDIGARH

CRIMINAL MISC.NO.21787 M OF 2005

DATE OF DECISION: NOVEMBER 28, 2006

Achne Lal @ Achhi Lal and others

.....Petitioners

VERSUS

The State of Punjab

....Respondent

CORAM:- HON'BLE MR.JUSTICE RANJIT SINGH

PRESENT: Mr. Kamaljit Singh, Advocate,
for the petitioners.

Mr. M. C. Berry, Sr.DAG, Punjab,
for the State.

Mr. Amar Vivek, Advocate,
for the complainant.

RANJIT SINGH, J.

This petition has been filed under Section 438 Cr.P.C. for grant of pre-arrest bail to the petitioners in FIR No.43 dated 12.2.2005 under Sections 420, 406, 417, 34 IPC at Police Station Civil Lines, Batala, District Gurdaspur.

The petitioners, who are Directors of M/s Jaswal Ferrous Industries Ltd., K.K.Road, Opposite Mahavir Goushala Road, Raipur (Chhatisgarh), have been accused of the offence as afore-mentioned. From the averments contained in the FIR, it is seen that M/s Jaswal Ferrous Industries Limited was having a long standing business dealings with the complainant in regard to cast

iron and scrap material. A sum of Rs.12,95,976/- was payable by the petitioners to the complainant. In order to set off their liability, the petitioners had issued different cheques on 15.1.2001. Three cheques out of these were not honoured when presented and were returned for want of insufficient funds. The proceedings under Section 138 of Negotiable Instruments Act were accordingly initiated with the allegation that an amount of Rs.5,45,976/- was embezzled and the FIR was got lodged.

The petitioners had approached this Court by way of present petition, stating that this FIR has been got registered as an arm twisting measure with the aim to settle the dispute, which is purely of a civil nature. It was also stated that an amount of Rs.2,50,000/- has been settled between the parties, which was statedly paid. In this background, the registration of FIR was said to be aimed at getting the petitioners to Batala.

While issuing notice, this Court had stayed the arrest of the petitioners on April 25, 2005.

During the course of hearing, the petitioners were confronted with the fact that they were required to pay a sum of Rs.12,95,976/- whereas it was claimed that amount of Rs.2,50,000/- has been refunded. Accordingly, an unconditional offer was made in the form of an affidavit dated 17.7.2005, revealing that the petitioners were ready and willing to settle and reconcile the accounts with the complainant. Both the parties were accordingly directed to sit together and settle the issue. It is under these circumstances that matter was amicably resolved and compromise deed was prepared and placed on record through Criminal Miscellaneous Application

No.24321 of 2006. A perusal of the same would reveal that first party i.e. the petitioners have unequivocally agreed that the total amount due towards the second party (complainant) is Rs.5,45,976/-. Accordingly four cheques bearing Nos.109833, dated 16.8.2005, 109834 dated 16.9.2005, 109836 dated 16.10.2005 and 109835 dated 16.11.2005 amounting to Rs.2,00,000/-, Rs.1,00,000/-, Rs.1,45,976/- and Rs.1,00,000/- respectively have been handed over to the second party by the first party on the understanding that the second party shall withdraw all FIRs/criminal cases including the complaint under Section 138 of the Negotiable Instruments Act pending at Batala. The compromise deed also reveals that some amounts due have also been left as a good will measure. Otherwise, the second party has assured that it shall withdraw all FIRs/criminal proceedings initiated at its instance in order to maintain good business relations in future. Resolving of disputes by understanding and compromise needs to be encouraged. No further observations need to be made and it is hoped that the parties would stand by their respective commitments.

Accordingly the interim order granted in favour of the petitioners, staying their arrest is made absolute. The present petition is accordingly disposed of.

November 28, 2006
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(RANJIT SINGH)
JUDGE

